



Staff Summary Report

Council Meeting Date: 04-03-2008

Agenda Item Number: _____

SUBJECT: Request approval to utilize a two-year City of Mesa contract with Rehrig Pacific Company for residential refuse and recycling containers.

DOCUMENT NAME: 20080403fsta08 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: (Contract #2007201) **Total** cost of this contract shall not exceed \$250,000.

PREPARED BY: Tony Allen, Procurement Officer, 480-350-8548

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516
Glenn Kephart, Public Works Manager, 480-350-8205
John Osgood, Field Operations Manager, 480-350-8949
Maryhelen Giustizia, Solid Waste Services Superintendent, 480-350-8151

**LEGAL REVIEW AS
TO CONTRACT FORM
ONLY:** N/A

FISCAL NOTE: Sufficient funds have been appropriated in 3713-7511.

RECOMMENDATION: Approve the utilization of the contract.

ADDITIONAL INFO: The City of Mesa issued a Request for Bid and awarded a contract to Rehrig Pacific Company for the purchase of 32 gallon, 68 gallon and 95 gallon plastic refuse containers. The contract contains cooperative language which allows other municipalities and agencies to participate in the contract. Staff recommends utilization of the contract for the purchase of new service and replacement containers that meets Tempe requirements and are offered at competitive pricing.



Purchasing

REQUEST FOR BIDS # 2007201

Supply Contract for Residential Refuse & Recycling Containers

December 27, 2007

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa until **3:00 PM, Local Time, January 10, 2008** to provide **Supply Contract for Residential Refuse & Recycling Containers**.

Brief Description: This Request for Bid is to establish a three-year supply contract for 32/35, 60/68 and 90/98 gallon plastic refuse/recycling containers for residential use.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Questions concerning this solicitation should be directed to the following project contacts:

General or Process Questions:

Eileen Williams
Buyer Aide
Purchasing
(480) 644-5798
(480) 644-2655 Fax
eileen.williams@cityofmesa.org

Technical Questions:

Jim Ruiz
Buyer
Purchasing
(480) 644-2543
(480) 644-2655 Fax
jim.ruiz@cityofmesa.org

12/27/2007

v9/10/07

20 East Main Street Suite 150
PO Box 1466
Mesa Arizona 85211-1466
480.644.2301 Tel
480.644.2655 Fax
www.cityofmesa.org

INSTRUCTIONS

i.1 SUBMIT BIDS TO:

City of Mesa
Attn: Purchasing
20 E. Main Street, Suite 150
Mesa, AZ 85201
PO Box 1466
Mesa AZ 85211-1466

Use label at the end of this solicitation package

Bids will be opened publicly at this address. You may mail or hand deliver bids. E-mail or fax submissions will not be accepted. The City must actually receive submissions as specified. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified.

i.2 DUE DATE & TIME FOR SUBMISSION AND OPENING: (Also see Section i.15)

Date: January 10, 2008

Time: 3:00 P.M. (Local Time)

i.3 NUMBER OF COPIES:

Submit a signed original and 2 copies of the bid in a sealed container.

- Bids **may not** be e-mailed or faxed.

Electronic Format Requested No

i.4 BID FIRM TIME: 120 Days from Opening

Bids shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during the bid firm time.

i.5 SECURITY: Bid: \$ 0.00 Performance: \$ 0.00

i.6 VENDOR CONFERENCE / SITE VISIT: ☐ Yes ☒ No

i.7 QUESTIONS. All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or the Procurement Services Director. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the City.

i.8 LOBBYING. The Bidder, his/her Agent, or Representative shall not contact, orally or in written form, any other City of Mesa employee, or appointed or elected Official regarding the contents of this solicitation or this solicitation process. The Procurement Services Director shall disqualify a bid for a violation of this provision. This provision shall not prohibit public comment at City Council meetings.

INSTRUCTIONS

- I.9 **ADDENDA.** The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who are on the City's bid list and to those who register on the City website when downloading solicitations. The City cannot be held responsible if Bidder fails to receive any addenda issued. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.
- I.10 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If Bidder suspects an error, omission or discrepancy in this solicitation, Bidder must immediately and in any case not later than five (5) business days in advance of the bid due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any Bidder errors or omissions.
- I.11 **BID SECURITY.** If required herein, a Bid Security in the amount specified must be submitted with the bid. The Security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, or cashier's check payable to the City of Mesa (personal or company checks are not acceptable); an irrevocable letter of credit; certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such Bid Security shall be forfeited to the City of Mesa should the Bidder selected fail to execute a contract when requested.
- I.12 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of an error in a price extension calculation, the unit cost will prevail. The City may require that bids be submitted on disk, CD or DVD. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.
- I.13 **SPECIFICATIONS.** When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product is equal, is on the Bidder. Technical specifications define the minimum acceptable standard. The City reserves the right to reject bids that the City deems unacceptable.
- I.14 **OPENING.** The City will open all Bids properly and timely submitted, and will record the names and other information specified by law and rule. All Bids become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been awarded by the City, bids are available for inspection by contacting Purchasing (also see Section S.25).
- I.15 **LATE BIDS.** The Bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the Bidder. The Bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The Bidder agrees to accept the time stamp in the City Purchasing Office as the official time.
- I.16 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid.

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Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

- I.17 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with Bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- I.18 **PRESENTATIONS/INTERVIEWS.** The Bidder must provide a formal presentation/interview upon request.
- I.19 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids, regardless of the type of solicitation, must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the Bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids; past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, Bidder's record of performance and integrity- e.g. has the Bidder been delinquent or unfaithful to any contract with the City, whether the Bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A Bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review Bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) **Price.** We will then evaluate the bids that have met the requirements above.
- I.20 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If Bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, the City may reject bid or revoke the award, and may begin negotiations with another Bidder. The City is charged by its Charter to make an award that is in the best interest of the City. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Bidder and the City until the City executes a written contract or purchase order.
- I.21 **COMMENCEMENT OF WORK.** If Bidder begins any billable work prior to the City's final approval and execution of the contract, Bidder does so at its own risk.
- I.22 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced Bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor defects/technicalities or form errors or other informalities in any bid. The City may seek clarification of the bid from Bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on Bidder no right to an award or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City.
- I.23 **PROTESTS.** If Bidder objects to any provision of the solicitation, and/or believes the City improperly rejected its bid, or believes the selected bid is not in the City's best interests, Bidder may submit a written protest.

Protests must be received within seven (7) calendar days after the protester knows or should have known of the facts giving rise to the protest.

Bidder must submit the protest to the City's Procurement Services Director who will act as the Protest Officer. Only written protests submitted properly and within the time allowed and that are

INSTRUCTIONS

based on legal and/or factual grounds will be considered. The Protest Officer will issue a written decision.

PROTEST APPEAL. If Bidder believes the Protest Officer's decision is arbitrary or capricious and/or is not based on legal or factual grounds, an appeal may be made to the City Manager. Appeals must be submitted within seven (7) calendar days of the Protest Officer's decision. The Appeal must be based on factual or legal errors in the Protest Officer's decision and not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the Appeal to the City Council for review. If referred by the City Manager, the Council will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager or designee will issue a written response to the Appeal and this determination is final.

Protest and Appeal responses will be made by the City in as timely a manner as possible. The Protest Officer will have the sole discretion to stay the contract process until a Protest or Appeal is resolved. Concerns raised seven (7) calendar days or more after award are not subject to this Protest/Appeal process and should be addressed to the Procurement Services Director. Protests and Appeals that do not follow the processes contained in this section will be rejected.

PROTEST OFFICER:

Edward Quedens
Procurement Services Director
20 East Main Street, Suite 150
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

APPEALS:

Christopher J. Brady
City Manager
20 East Main Street, Suite 750
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2175

DETAILED SPECIFICATIONS

1. **PROJECT GOAL.** This Request for Bid is for the City of Mesa's requirements for 32/35, 60/68 and 90/98 gallon plastic refuse/recycling containers for a three-year period from February 1 2008 with a two-year renewal option. Quantities shown on the Pricing and Compensation Form are estimated requirements for the first twelve months.
2. **SAMPLE CONTAINERS.** The bid evaluation requires one sample container of each size to be submitted with the bid for calculating conformity to specification and/or testing purposes.

The sample 32/35, 60/68 and 90/98 gallon refuse/recycling container shall be furnished at no cost and will be retained by the City of Mesa after tests are completed. Sample containers must be delivered two working days prior to the bid opening. Sample containers shall be delivered or shipped directly to the Solid Waste Office at 730 North Mesa Drive, Mesa, Arizona 85201. Contact Brad Frisk (480) 644- 2939 for directions.

ONE SAMPLE BLUE 32/35, 60/68 AND ONE SAMPLE BLACK 90/98 GALLON CONTAINER IS REQUIRED.

3. **TESTING PROCEDURES FOR 32/35, 60/68 AND 90/98 GALLON REFUSE/RECYCLING CONTAINERS.** In conjunction with the current bid for 32/35, 60/68 and 90/98 gallon refuse/recycling containers, the City will test only those containers which are being considered for award. The low bid, which meets specifications, will be the only barrel tested. Should the barrel fail the test, the next low bidder meeting specification will be tested. Sample containers must pass all tests to be eligible for award.
- 3.1 **PERFORMANCE/STABILITY.** The container shall be stable and self-balancing when in the upright position, when either loaded or empty. The containers will be tested for stability by lifting each into the hopper area of an automated side loader and then setting it down. Containers will be tested in the following positions, facing forward toward the truck, turned 45° to the front, turned 45° to the rear and facing backwards. There will be ten lifts for each position with the exception of the barrel backwards position, which will be done five times, (35 total). The container must not slip through the grippers into the hopper or slip to the wheels. Stability is defined as the state of remaining upright and immobile after the container is set in place. To pass the stability test, the barrel must remain upright after at least 33 of the 35 lifts. If the barrel is out of position in the arms while being set down, no attempt will be made by the operator to keep the barrel balanced and upright.
- 3.2 **CONTAINER CAPACITY.** All 32/35 gallon containers shall hold a minimum of 32 U.S. liquid gallons of water in the barrel portion as determined by the following test: All containers will be filled with water while using a flowmeter to ensure volume measurement. Failure to meet the minimum requirements of 32 gallons shall be grounds for disqualification. Capacity shall not exceed 38 gallons.

All 60/68 gallon containers shall hold a minimum of 59 U.S. liquid gallons of water in the barrel portion as determined by the following test: All containers will be filled with water while using a flowmeter to ensure volume measurement. Failure to meet the minimum requirements of 59 gallons shall be grounds for disqualification. The City may also reject containers that are oversized or in a form not conducive to proper collection or use by customer. Capacity shall not exceed 68 gallons.

All 90/98 gallon containers shall hold a minimum of 89 U.S. liquid gallons of water. All containers will be filled with water while using a flowmeter to ensure volume measurement. Failure to meet the minimum requirements of 89 gallons shall be grounds for disqualification. Capacity shall not exceed 98 gallons.

The City may also reject containers that are oversized or in a form not conducive to proper collection or use by customer.
- 3.3 **WATERTIGHT.** All test containers must remain watertight during and after liquid capacity check is completed. Failure to retain water shall be grounds for disqualification.
- 3.4 **DROP TEST.** Containers shall be drop tested to examine the container's ability to withstand being dropped by a collection vehicle when loaded to its maximum recommended capacity of +/-

DETAILED SPECIFICATIONS

200 lbs. Test containers will be filled with sand bags (+/- 200 lbs.), raised to a height of 6 to 7 feet and dropped. Failure is defined as damage occurring to the container that would prevent normal use, or failure to meet the conditions defined in the specifications. The City retains the exclusive right to determine normal use for a container.

- 3.5 **RESIN WEIGHT TESTS.** The container and lids of the 32/35 gallon test container shall weigh a minimum of 17 pounds without hardware and wheels or have a nominal wall thickness of .150 inch. Measurements are completed by City staff. If discrepancies in measurements are found, an independent service will be utilized with certified scales/measuring devices. All measurements are made without hardware, wheels or axle. Failure to meet the weight or wall thickness requirement for the container shall be grounds for disqualification.

The container and lids of each 60/68 gallon test container shall weigh a minimum of 25 pounds without hardware and wheels or have a minimum of .170 inch even wall thickness. Measurements are completed by City staff. If discrepancies in measurements are found, an independent service will be utilized with certified scales/measuring devices. All measurements are made without hardware, wheels or axle. Failure to meet the weight or wall thickness requirement for the container shall be grounds for disqualification.

The container and lids of each 90/98 gallon test container shall weigh a minimum of 35 pounds without hardware and wheels or have a minimum of .170 inch even wall thickness. Measurements are completed by City staff. If discrepancies in measurements are found, an independent service will be utilized with certified scales/measuring devices. All measurements are made without hardware, wheels or axle. Failure to meet the weight or wall thickness requirement for the container shall be grounds for disqualification.

- 4.0 **DELIVERY.** Containers will be ordered as needed and shall be delivered and assembled within 30 calendar days after receipt of an order. Orders placed will be a minimum of a truckload (approximately 500 barrels).

All containers will be delivered, unloaded and assembled at 2412 North Center Street, City Storage Yard or as specified by the City (Contact Brad Frisk at 480-644-2939).

- 4.1 **LIQUIDATED DAMAGES.** If the Seller fails to deliver the refuse containers, including unloading, assembly and storage placement, within the time specified in these specifications, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$1.00 per container per calendar day for containers not received per the delivery schedule in section 4.0 of the General Specification. The City may also terminate this contract in whole or part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Seller shall not be charged with liquidated damages when the delay arises without the fault or negligence of the Seller.

DETAILED SPECIFICATIONS

TECHNICAL SPECIFICATION 4.1(A) DESIGN SPECIFICATIONS FOR THE 32/35 GALLON BLACK AND BLUE CONTAINERS (ASSEMBLED):

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

The City of Mesa must approve all exhibit designs before dies are cut.

	COMPLIES	EXCEPTION
a. <u>Minimum Capacity</u> - 32 U.S. liquid gallons.		
b.1 <u>Bid Item 1</u> -The 32/35 gallon containers for refuse collection shall be black containing a minimum of one-half (1/2) of one percent (1%) carbon black hot compounded material. Bidder shall submit color chip with bid.		
b.2 <u>Bid Item 1</u> -The 32/35 gallon containers for recycling shall be Recycling blue, Pantone 287 C, minimum of one-half (1/2) of one percent (1%) of U.V. stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material. Bidder shall submit color chip with the bid. The color must match existing blue barrel inventory.		
c. <u>Resin Weight</u> - 32/35 gallon container-minimum 17 pounds +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of .170 inch even wall thickness throughout the container and .135 for the lid.		
d. <u>Dimensions</u> - All dimensions shown on Exhibit IA (60/68 gallon recycling) & Exhibit IB (32/35 gallon garbage) are nominal and approximate. Take special note to the grip location in Exhibit IA		
e. <u>Lid</u> - Each container shall be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The design shall assure that the lid is durable and rigid. <u>Lids shall fully open at a minimum 100 degrees and a maximum 110 degrees.</u> The lid must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must prevent entry of rain without latches. Lids for blue barrels will be hot stamped or otherwise have permanently affixed Recycling Information as per Exhibit IA, Exhibit IV and Section 5 (for all blue containers). All information will be white in coloring. Option: Exhibit IV-A - In Mold Label 32/35, 60/68 and 90/95 Gallon container lids		

Bidder Name _____

Date: _____

DETAILED SPECIFICATIONS

	COMPLIES	EXCEPTION
Lids for black barrels will be hot stamped or otherwise have permanently affixed information as per Exhibit 1B, Exhibit VI and Section 5. All information will be white in coloring. Option: Exhibit VII - of In Mold Label. Sort Your Stuff, 32/35, 60/68 and 90/95 Gallon container lids		
f. <u>Hardware and Wheels</u> - Each container shall be furnished with a 5/8" plated steel axle (minimum), two rotationally molded or blow molded, one (1) piece wheels from the same material resin as the container. Axles shall have flat washers between the wheel and the cotter pin (cotter pins are mandatory).		
g. <u>Stability and Handling Characteristics</u> - The container shall be stable and self-balancing when in the upright position, when either loaded or empty and when the lid is open or closed. Maximum allowable fully opened position of lid is 110 degrees. Container shall be designed to be handled easily by workers and users over a variety of distances and surfaces including sand, gravel, mud and grass. When the container is loaded with fifty (50 lbs.) pounds of sand, the force (applied directly downward on the handle) required to tilt the container in the "Roll Position," shall not exceed fifty (50 lbs.) pounds as measured by a pull scale.		
h. <u>Compression Force</u> - Each container shall be capable of withstanding the compression force of the automated loading equipment of two-hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.		
i. <u>Finish</u> - Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred with no sharp edges or corners. Containers are to be manufactured to highest commercial standards.		
j. <u>Labeling</u> - The container shall be labeled as shown in Section 5, molded or hot stamped in the location shown in exhibit 1A (blue recycling barrels) and 1B (black garbage barrels).		

Bidder Name _____

Date: _____

DETAILED SPECIFICATIONS

TECHNICAL SPECIFICATION 4.2(A) DESIGN SPECIFICATIONS FOR THE 60/68 GALLON BLACK AND BLUE CONTAINERS (ASSEMBLED):

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

The City of Mesa must approve all exhibit designs before dies are cut.

	COMPLIES	EXCEPTION
a. <u>Minimum Capacity</u> - 59 U.S. liquid gallons.		
b.1 <u>Bid Item 1</u> -The 60/68 gallon containers for refuse collection shall be black containing a minimum of one-half (1/2) of one percent (1%) carbon black hot compounded material. <u>Bidder shall submit color chip with bid.</u>		
b.2 <u>Bid Item 1</u> -The 60/68 gallon containers for recycling shall be Recycling blue, Pantone 287 C, minimum of one-half (1/2) of one percent (1%) of U.V. stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material. <u>Bidder shall submit color chip with the bid.</u> The color must match existing blue barrel inventory.		
c. <u>Resin Weight</u> - 60/68 gallon container-minimum 25 pounds +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of .170 inch even wall thickness throughout the container and .135 for the lid.		
d. <u>Dimensions</u> - All dimensions shown on Exhibit IA (60/68 gallon recycling) & Exhibit IB (60/68 gallon garbage) are nominal and approximate. Take special note to the grip location in Exhibit IA. The ideal circumference at the grip point is 76" to 77".		
e. <u>Lid</u> - Each container shall be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The design shall assure that the lid is durable and rigid. <u>Lids shall fully open at a minimum 100 degrees and a maximum 110 degrees.</u> The lid must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must prevent entry of rain without latches. Lids for blue barrels will be hot stamped or otherwise have permanently affixed Recycling Information as per Exhibit IA, Exhibit IV and Section 5 (for all blue containers). All information will be white in coloring. Option: Exhibit IV-A - In Mold Label 32/35, 60/68 and 90/95 Gallon container lids		

Bidder Name _____

Date: _____

DETAILED SPECIFICATIONS

	COMPLIES	EXCEPTION
Lids for black barrels will be hot stamped or otherwise have permanently affixed information as per Exhibit 1B, Exhibit VI and Section 5. All information will be white in coloring. Option: Exhibit VII - In Mold Label. Sort Your Stuff, 32/35, 60/68 and 90/95 Gallon container lids		
f. <u>Hardware and Wheels</u> - Each container shall be furnished with a 3/4" plated steel axle (minimum), two rotationally molded or blow molded, one (1) piece wheels from the same material resin as the container. Axles shall have flat washers between the wheel and the cotter pin (cotter pins are mandatory).		
g. <u>Stability and Handling Characteristics</u> - The container shall be stable and self-balancing when in the upright position, when either loaded or empty and when the lid is open or closed. Maximum allowable fully opened position of lid is 110 degrees. Container shall be designed to be handled easily by workers and users over a variety of distances and surfaces including sand, gravel, mud and grass. When the container is loaded with fifty (50 lbs.) pounds of sand, the force (applied directly downward on the handle) required to tilt the container in the "Roll Position," shall not exceed fifty (50 lbs.) pounds as measured by a pull scale.		
h. <u>Compression Force</u> - Each container shall be capable of withstanding the compression force of the automated loading equipment of two-hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.		
i. <u>Finish</u> - Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred with no sharp edges or corners. Containers are to be manufactured to highest commercial standards.		

Bidder Name _____

Date: _____

DETAILED SPECIFICATIONS

TECHNICAL SPECIFICATION

4.2(B) DESIGN SPECIFICATIONS FOR THE 90/98 GALLON BLACK, BLUE AND GREEN COLORED CONTAINERS (ASSEMBLED):

Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

The City of Mesa must approve all exhibit designs before dies are cut.

	COMPLIES	EXCEPTION
a. <u>Minimum Capacity</u> - 89 U.S. liquid gallons Maximum Capacity- 98 U.S. liquid gallons		
b.1 <u>Color</u> - Bid Item 2- The 90/98 gallon containers for refuse collection shall be black containers containing a minimum one-half (1/2) of one percent (1%) carbon black hot compounded material. <u>Bidder shall submit color chip with the bid.</u>		
b.2 <u>Color</u> - Bid Item 2- The 90/98 gallon containers for green waste collection shall be Green - Pantone 357 C, containing a minimum of one-half (1/2) of one percent (1%) of U. V. stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material. <u>Bidder shall submit color chip with the bid.</u> The color must match existing green barrel inventory.		
b.3 <u>Color</u> - Bid Item 2 - The 90/98 gallon containers for recycling collection shall be Recycling blue, Pantone 287 C, containing a minimum of one-half (1/2) of one percent (1%) of U.V. stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material. <u>Bidder shall submit color chip with the bid.</u> The color must match existing blue barrel inventory.		
c. <u>Resin Weight</u> - 90/98 gallon container minimum 35 pounds +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of .170 inch even wall thickness throughout the container and .135 for the lid.		
d. <u>Dimensions</u> - All dimensions shown on Exhibit I are (90/98 gallon) are nominal and approximate.		
e. <u>Lid</u> - Each container shall be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The design shall assure that the lid is durable and rigid. Lids shall fully open at a minimum 100 degrees and a maximum 110 degrees. The lid must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must prevent entry of rain without latches. Lids will be hot stamped or otherwise have permanently affixed information. Molded lid and container body information is found in Section 5. <u>Container Imprinting Specification.</u>		

Bidder Name _____

Date: _____

DETAILED SPECIFICATIONS

	COMPLIES	EXCEPTION
<p>Lids for black barrels will be hot stamped or otherwise have permanently affixed information as per Exhibit VI. All wording in Exhibit VI will be a minimum 1/2" lettering with the exception of "Bag & Tie All Items Placed In This Container", which will be minimum 1-1/2" lettering. All information on Exhibit VI will be in white lettering. Option: Exhibit VII - In Mold Label. Sort Your Stuff, 32/35, 60/68 and 90/95 Gallon container lids</p> <p>Lids for green barrels will be hot stamped or otherwise have permanently affixed Green Waste information as per Exhibit II and Section 5 (for all green containers). All wording in Exhibit II will be minimum 1/2" lettering with the exception of "Yard Waste Only Do Not Bag" which will be minimum 1-1/2" lettering. "Yard Waste Only Do Not Bag" will be in white lettering, and all additional information contained in Exhibit II will not be colorized.</p> <p>Lids for blue barrels will be hot stamped or otherwise have permanently affixed Recycling Information as per Exhibit IV and V and Section 5 (for all blue containers). Option: Exhibit IV-A - In Mold Label 32/35, 60/68 and 90/95 Gallon container lids</p>		
f. <u>Hardware and Wheels</u> - Each container shall be furnished with a 3/4" plated steel axle (minimum), two rotationally molded or blow molded, one (1) piece wheels from the same material resin as the container. Axles shall have flat washers between the wheel and the cotter pin (cotter pins mandatory).		
<p>g. <u>Stability and Handling Characteristics</u> - The container shall be stable and self-balancing when in the upright position, when either loaded or empty and when the lid is open or closed. Maximum allowable fully opened position of lid is 110 degrees and minimum allowable fully opened position of lid is 100 degrees.</p> <p>Container shall be designed to be handled easily by workers and users over a variety of distances and surfaces including sand, gravel, mud and grass.</p> <p>When the container is loaded with fifty (50 lbs.) pounds of sand, the force (applied directly downward on the handle) required to tilt the container in the "Roll Position," shall not exceed fifty (50 lbs.) pounds as measured by a pull scale.</p>		
h. <u>Compression Force</u> - Each container shall be capable of withstanding the compression force of the automated loading equipment of two-hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.		
i. <u>Finish</u> - Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred		

Bidder Name _____

Date: _____

DETAILED SPECIFICATIONS

	COMPLIES	EXCEPTION
with no sharp edges or corners. Containers are to be manufactured to highest commercial standards.		
j. Green Waste containers will have permanently affixed "Mesa Green Waste Recycling" logo on each side of container as shown on Exhibit III in accordance with minimum and maximum dimensions.		

4.3 **EQUIPMENT COMPATIBILITY.** Currently the City of Mesa uses the Heil Rapid Rail and the Curbtender model vehicle for automated collection.

5.0 **CONTAINER IMPRINTING SPECIFICATION**

5.1 **BLUE, BLACK AND GREEN WASTE CONTAINERS.** Molded in the top of the lid - letter size 1/2" minimum:

A, B, & C from list below for black containers

A & C only from list below for blue and green containers

- A. DO NOT USE FOR HOT ASHES, ROCKS, CONSTRUCTION DEBRIS, DIRT, CONCRETE, PAINT, CHEMICALS, AUTOPARTS, OR DEAD ANIMALS. NO MOTOR OIL. DO NOT OVERLOAD.
- B. USE FOR NORMAL BAGGED GARBAGE.
- C. CLEAN OUT WITH SOAP AND WATER. KEEP LID CLOSED. MATERIAL SHOULD NOT PROTRUDE FROM TOP OF CONTAINER. WEIGHT NOT TO EXCEED 200 POUNDS.

5.2 **ALL CONTAINERS.** The following items A through F shall be molded into the location specified:

- A. "REMOVE FROM CURB AFTER COLLECTION."
Molded into lid - Above letter size 3/4" minimum and 1-1/2" from lid edge.
- B. "Arrow" at curbside of lid facing street, size of arrow no less than 3" x 2" and no more than 2" from lid edge.
- C. No parking logo embossed, painted or decaled on left side of container facing curb, 8" in diameter. White circle, slash and P (see Exhibit IA & IB).
- D. Identification Markings - In addition to other markings on containers, sequenced identification numbers, starting with a number to be specified by the City, will be embossed onto center of the body of the container with approximately 1-1/2" characters. Numbers will be white and stand out from the container surface to be read easily.
- E. The lid shall have molded into it "City of Mesa." The characters for "City of Mesa" shall be one and one-half (1-1/2") high.
- F. The container shall have molded into it the month and year manufactured and a manufacturer material identification code. This information may appear anywhere except on the bottom of the container.

6.0 **MATERIAL PROPERTY SPECIFICATION FOR THE 60/68 AND 90/98 GALLON CONTAINERS**
Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification. Note: bidder must check each item.

	COMPLIES	EXCEPTION
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Bidder Name _____

Date: _____

DETAILED SPECIFICATIONS

	COMPLIES	EXCEPTION
<p>6.a <u>Rotationally or injection molded, crosslinked, or linear high or medium density, polyethylene.</u></p> <p>Polyethylene resin must be furnished by a recognized leading manufacturer of the material. Bidders should identify the manufacturer, material type and production method of the resin (blow molded containers are not acceptable).</p> <p>The container shall be molded from 100% high or medium density polyethylene virgin first quality materials produced by a national petrochemical manufacturer (ex: Exxon, Phillips, Mobil, Dow, DuPont, or equivalent), <u>mixed within 10% to 20% post consumer high density (HDPE) or medium density (MDPE) resin.</u> Material must satisfy manufacturer's original specification for first quality material and cannot be "batch" produced by the bidder.</p> <p>Upon request, Bidder must supply a letter from the resin manufacturer certifying that the post-consumer resin is of like quality to 100% virgin resin.</p> <p>Bidder must state the source and percentage of particular grades of recycled material (post-consumer scrap) used in the resin for the proposed containers.</p> <p>Upon request, Bidder shall attach letter(s) from recycled and virgin resin suppliers certifying the actual source of resin and the bidder's assured capability of obtaining sufficient resin to complete the contract prior to bid award.</p> <p>Specify product offered, and the percentage of recycled content. Product: _____ Percent Recycled Content _____ %</p>		
<p>6.b The resin shall meet or exceed the following A.S.T.M. molded property specification: Environmental Stress Crack Resistance (E.S.C.R.) Condition "A" for rotational molded containers. Condition "B" for injection molded containers.</p> <p>Bidder shall substantiate compliance with the above specification by attaching a copy of the actual resin Manufacturer's Published Specification Sheet.</p>		
<p>6.c Bid must comply with the following additional container properties, performance standards, and certifications: Minimum 0.5% and Maximum of 1.0% color pigment, hot melt compounded into the resin.</p> <p>Bidder shall identify the specific hot melt compounding extruder herein by its manufacturer's model number, and provide the name and address of the facility where the extruder is located.</p>		

Bidder Name _____

Date: _____

DETAILED SPECIFICATIONS

	COMPLIES	EXCEPTION
<p><u>Location:</u> _____</p> <p>_____</p> <p>Resin shall contain an ultraviolet stabilizer, consisting of a minimum of Additive Type one-half (1/2) of one percent (1%). This stabilizer must be hot melt compounded into the resin. State additive manufacturer and type.</p> <p>Additive: _____</p> <p>Containers shall be designed to regularly receive and dump a minimum of 200 lbs. without permanent damage, deformation, structural failure.</p> <p>Container and all components shall be capable of withstanding temperature extremes ranging from -30 F to 150 F, when under 200 lbs. total compressing force, applied from opposite sides by the gripping arm.</p> <p>All plastic components will be recyclable into other polyethylene products of a similar nature. The City shall make the final determination as to recyclability. Bidder shall provide a statement of recyclability of the proposed container and components, and upon request shall supply certification of recyclability from the primary manufacturer of each component or raw material (i.e., resin, hardware, components, etc.) previous to bid award.</p> <p>Bidder shall state the number of containers currently in service utilizing the type of resin offered for this bid.</p> <p>Number of Containers: _____</p> <p>All metal components shall be plated steel or stainless grade 304.</p>		
<p>All containers to be compatible with current City of Mesa lifting devices used on all City automated refuse equipment.</p>		
<p><u>DURABILITY</u></p> <p>6.d All containers shall remain durable in temperature variations of this region under loading conditions of 200 pounds of ballast. In addition, the container shall have a life expectancy of not less than ten (10) years during which time the container and its component parts shall maintain sufficient strength, shape, and appearance, and to be resistant to blows, kicks, and rodent penetration, such as to require no routine maintenance and, in general be maintenance free. Any component part, including but not limited to molded to or attached parts, such as frames or bars, or lids that fail during the ten (10) year warranty period shall constitute failure of the container, and will require replacement by a complete and new container (including shipping and disposal of failed containers) at no cost to the City.</p>		

Bidder Name _____

Date: _____

DETAILED SPECIFICATIONS

	COMPLIES	EXCEPTION
The determination of failure will be at the sole discretion of the City of Mesa.		
6.e Seller shall maintain copies of all material, process and final inspections and testing reports which it performs or has performed and agrees to promptly furnish copies at no additional cost when requested by the City. Should the Seller refuse to provide the requested reports, samples, and available testing information, it shall be expressly understood and agreed this constitutes a breach of contract. The City may withhold any of its contractual rights, powers or remedies, or take whatever legal actions the City deems necessary to protect its best interests.		
6.f Acceptance Testing - City reserves the right to perform or have performed such inspection and testing as considered necessary to assure acceptability and suitability of the containers, lids and hardware. The City may, at its option, have testing performance done by an independent laboratory. The expense of these tests shall be borne by the City. City will use ASTM Standards for purposes of evaluating such tests or inspections. Test or inspections performed under this reservation shall not be considered a waiver of any right or breach of warranty. (See Section 3.0 for the details of the testing procedure.		
6.g It is further agreed that the City's review, concurrence or approval of the Seller's documentation or product shall in no way relieve the Seller of its responsibilities for specification compliance nor shall it be construed as a waiver of abridgment of the City's legal remedies, rights or powers.		
6.h Successful Bidder to furnish 1% spare parts with each shipment as part of the bid price. Consisting of handles and assemblies, wheels and assemblies, lid and hinge assemblies, plus all associated fasteners and brackets.		

7.0 **BIDDERS CAPABILITIES.** Upon request, the following information shall be immediately submitted for Buyer's review:

- A. Two (2) copies of the Seller's most current audited financial statements.
- B. Two (2) copies of the Seller's inspection and quality control policy and procedures manual.
- C. Name and address of distributor if other than Seller.
- D. If the Seller intends to subcontract production of the containers, either the full quantity or any portion thereof, the identity of the subcontractor shall be submitted with bid.
- E. Proof that the Seller has experience in manufacturing containers of the size,

Bidder Name _____

Date: _____

DETAILED SPECIFICATIONS

design and material proposed for Mesa with a minimum of providing 10,000 of the proposed containers in service, using side loading automated collection vehicles within the last five years to municipalities or other solid waste collection companies.

- 8.0 **WARRANTY.** All containers delivered shall be warrantied for a minimum period of ten (10) years from the date of acceptance against any and all defects in material and workmanship. At any time during the period, if a defect should occur in any item, that item shall be repaired or replaced by the Seller at no cost or obligation to the Buyer, except where it be shown that the defect was caused by fire damage. The Bidder expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the City.

The Seller shall, during the ten year warranty period, cover the cost of replacing defective containers plus an \$8.00 handling fee per container. The \$8.00 handling fee covers costs incurred by the City, including staff time and equipment charges, incidental to exchanging defective containers for customers, and disposal of defective containers, lids and hardware. This fee may be applied towards the purchase of additional containers. The Seller will have an opportunity to replace/repair defective containers within 30 days of written notice of defects. If the Seller does not respond with replacement or repair the City will bill the Seller to recover predetermined costs.

	COMPLIES	EXCEPTION
8.a When the word "container and hardware" is used in this specification, it is defined as a complete unit including a full lid assembly. All containers furnished shall be unconditionally warranted for a period of <u>ten (10) years</u> against defects including, but not limited to, cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lowered ultraviolet resistance to aging in the process or normal operational use. Defective containers which are replaced under the warranty provisions shall be replaced as complete containers, i.e., with lids, hardware, wheels, etc.		
8.b The Seller shall not be responsible for damage or destruction caused by fire after the containers have been delivered and accepted.		
8.c Seller shall not be responsible for damage or loss of containers due to vandalism or theft, occurring after delivery, distribution, and acceptance by the City of Mesa.		

Bidder Name _____

Date: _____

DETAILED SPECIFICATIONS

	COMPLIES	EXCEPTION
<p>8d. A defective container is any container, including any component part that:</p> <p>(1) Does not continuously perform in the intended manner as set forth in the bid specifications (including smooth maneuverability);</p> <p>(2) Does not comply with the minimum design requirements of the bid specifications;</p> <p>(3) Does not continuously perform in the intended manner within the warranty period.</p> <p>Such container(s) shall then be considered to be defective in material, workmanship, and/or design and shall be covered by the terms of this warranty specification. Any defective container shall be replaced or repaired at no cost to the City of Mesa as per Section 1.73. All costs associated with the replacement of such defective containers shall be borne by the Seller. In the event that containers or any component parts have been manufactured and supplied to the Seller by a subcontractor, the City of Mesa shall consider the Seller as the manufacturer regarding product liability. The warranty terms set forth herein Section 1.73 shall be applied in full to the Seller.</p>		
<p>8.e Containers and hardware which the Seller is obligated to replace under warranty provision shall be promptly replaced. Failure by the Seller to replace defective containers, lids or hardware within thirty (30) calendar days after notice from the City, shall be sufficient cause for the City to bill the Contractor to recover predetermined costs as per Section 8.0</p>		

Optional Barrel Warranty Coverage.

10 year standard manufacturers warranty plus an additional 2 year warranty \$ _____

10 year standard manufacturers warranty plus an additional 3 year warranty \$ _____

10 year standard manufacturers warranty plus an additional 5 year warranty \$ _____

Price for Container Lid optional In Mold Blue Barrel Labels Recycle \$ _____

Price for Container Lid optional In Mold Labels Black Trash Barrels Only \$ _____

INSURANCE REQUIREMENTS.

Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1,000,000 Professional Liability and/or Errors and Omission insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Bidder Name _____ Date: _____

DETAILED SPECIFICATIONS

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without thirty (30) calendar days advance written notice to the City.

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

Bidder Name _____

Date: _____

MILESTONES

TENTATIVE TIMELINE:

Publish RFB – December 27, 2007

RFB Due Date & Time – January 10, 2008, 3:00 P.M. (Local Time)

DELIVERY:

Delivery shall be made to the location(s) contained herein no longer than 30 days after receipt of an order.

Ship to: City of Mesa
City Storage Yard
2412 North Center Street
Mesa, AZ

BEGINNING AND END DATE OF INITIAL TERM: February 1, 2008 through January 31, 2011.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

EXTENSION:

The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

RENEWAL:

At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

1 Two-Year renewal possible at the City's option, per bid documents

PRICES:

All pricing shall be firm for the initial term except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the 60- day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the **Producer Price Index for 325211**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing division.

STANDARD TERMS AND CONDITIONS

- S.1 **CITY OF MESA ARIZONA:** Whenever the term "City" is used herein, it is referring to the City of Mesa, Arizona.
- S.2 **CONTRACTOR.** Whenever the term "Contractor" is used herein, it is referring to the Contractor as well as any subcontractors. The Contractor is fully responsible for subcontractor's compliance with the Terms and Conditions herein as well as any resultant contract.
- S.3 **SUBCONTRACTING AND JOINT VENTURES.** The City intends to contract with one entity per contract and that one entity shall be contractually responsible for performance. The Contractor may not subcontract work for a contract without the express written permission of the City. If the Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the agreement shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the City. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and Mesa, nor shall the same create any obligation on the part of Mesa to pay any subcontractor. For any joint venture to be acceptable, Contractor must take full contractual responsibility for the obligation.
- S.4 **CONTRACTOR BUSINESS REQUIREMENTS.** The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. The Contractor must stay fully informed of existing and future Federal, State and Local laws, ordinances and regulations that in any manner affect the fulfillment of this contract and shall comply with the same. The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, and privilege license and permit requirements, whether or not they have been referenced by the City.
- The Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect personnel records to verify such compliance. The Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States. Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws.
- The Contractor shall comply with all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance prior to the contract commencement date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures and other activities used to ensure compliance.
- The Contractor shall be in compliance with all applicable tax requirements and shall be current in payment of such taxes.
- The Contractor will be responsible for any damages to property when such property is the responsibility of or in the custody of the Contractor or its employees.
- Upon request, the City may inspect or request copies of any such records it deems necessary to determine compliance with this section.
- S.5 **EMPLOYMENT PRACTICES.** Contractor asserts that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and asserts that it complies with all applicable Federal, state and local laws and executive orders regarding employment. The Contractor, its employees and subcontractors will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- S.6 **DRUG FREE WORKPLACE PROGRAM.** Contractors are hereby advised that the City of Mesa has adopted a policy establishing a drug free workplace for itself and as a requirement for

STANDARD TERMS AND CONDITIONS

Contractors doing business with the City, to ensure the safety and health of employees working on City contracts/projects.

The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties.

Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future City of Mesa contracts/projects.

- S.7 **BACKGROUND CHECK:** The City may conduct criminal and driver history background checks of Contractor's officers, employees or agents who would supervise or physically perform the Contract requirements, and/or who will have access to the City's information, data, and/or facilities. Any officer, employee or agent deemed unsuitable by the City must be replaced immediately.
- S.8 **FOB POINT & RISK OF LOSS.** All deliveries shall be FOB destination unless otherwise agreed. The Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder. Freight charged/terms shall be as agreed.
- S.9 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Procurement Services Director and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).
- S.10 **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through the awarding of the contract.
- S.11 **TAX EXEMPTION.** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is not exempt from State and Local sales/use taxes.
- S.12 **ASSIGNMENT.** No contract awarded by the City may be assigned either in whole or in part without first receiving written consent of the City. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the contract. No granting of consent to any assignment or subcontracting shall relieve the Contractor from any of its obligations and liabilities under the agreement. Any subcontracting in violation of this section shall also be void.
- S.13 **DEFAULT, TERMINATION AND OTHER REMEDIES.** The City reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The City will issue a written Notice of Default to the Contractor if in the opinion of the City, the Contractor:
- Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation;
 - Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days;
 - Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract;
 - Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner;
 - Fails to complete the required work or fails to perform required services within the time frame stipulated.
 - Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the City's deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of

STANDARD TERMS AND CONDITIONS

the contract shall give the City cause to cancel this contract. In addition, any Contractor who is the recipient of three or more Default Notices during any twelve-month period, or five or more during the entire term of the contract, shall give the City cause for termination.

If the City terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In case of default and/or termination, the City reserves the right to purchase the services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. The City may recover any actual excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

S.14 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate any resulting order or contract in part or in whole upon thirty (30) days written notice. The City will be responsible only for those goods and/or services that conform to the requirements of the contract and that have been delivered and/or performed and accepted.

S.15 **FUNDS APPROPRIATION.** The City is a governmental agency, which relies upon the appropriation of funds by its governing body to satisfy its obligations. In the event that an appropriation is not granted and operating funds are not otherwise legally available for the City to meet its obligations under any contract(s) resulting from this request, the City shall have the right to terminate the contract without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date. The City will pay the Contractor all charges incurred through the termination date.

Due to ongoing budgetary constraints, certain tasks, performance frequencies, or both may be permanently reduced or eliminated by the City upon providing the Contractor with thirty (30) calendar days advance written notice during any term of this contract.

S.16 **WARRANTY.** The Contractor warrants that all services will be performed in a good, workman-like and professional manner. Unless otherwise agreed, the Contractor warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications. The Contractor warrants it has title to, or the right to allow the City to use, the supplies and services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.

S.17 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-511, the City Manager or his authorized agent may cancel any contract(s) resulting from this request within three years after award, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the contract for the City becomes an employee or agent of the Contractor.

S.18 **QUANTITIES.** Any listing in this request referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept or pay for services which exceed its actual needs.

S.19 **INDEMNIFICATION/LIABILITY.** The Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the City) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the

STANDARD TERMS AND CONDITIONS

acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the contract. The Contractor shall assume risk of loss until delivery to the City's facility. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery. In any instance where the Contractor has accepted a tender from the City, the Contractor agrees to update the City during the course of the litigation and to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by the tender.

Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by the Contractor hereunder or any part thereof by reason of any alleged infringement, the Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

The City assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this contract or use of the Contractor provided supplies or services.

Neither party shall be liable for incidental, special or consequential damages.

- S.20 **INSPECTION OF RECORDS, FACILITIES AND EQUIPMENT.** The Contractor shall preserve the records required under this contract for a minimum of two years after the expiration of the contract. The City or its authorized agent reserves the right to inspect any records, facilities and equipment used or proposed to be used by the Contractor for the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by the Contractor in relation to the contract. The Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at the Contractor's place of business or at City of Mesa offices, as determined by the City.

- S.21 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of the Contractor to the City shall be that of an independent Contractor.

The Contractor assumes full responsibility for all of the duties and responsibilities of the contract. The City assumes no liability or responsibility for work performed by any subcontractor. The Contractor shall notify the City any time a subcontractor is hired, and the City shall have the right to require the Contractor to submit an affidavit for settlement of claims prior to receiving payment for subcontracted work.

The Contractor shall pay all just claims due for services performed by employees or subcontractors, and for all material and equipment furnished or rented which is actually used in the performance of this contract. Upon request, the Contractor shall furnish satisfactory evidence that all of said persons have been fully paid.

- S.22 **SUBSTITUTION OF GOODS OR SERVICES.** Should the Contractor fail to meet its contractual obligations, at its option and without notice the City may secure substitute services or goods. If the cost of obtaining substitute services or goods exceeds the contract price, the difference shall be charged back to the Contractor, or if no monies are owed the contractor/vendor, it shall

STANDARD TERMS AND CONDITIONS

promptly reimburse the City for such costs. The Contractor shall reimburse the City for any and all costs, fees, and expenses incurred in obtaining substitution services/goods and expended in obtaining reimbursement, including but not limited to administrative expenses, attorney's fees and costs.

- S.23 **PERFORMANCE SECURITY.** If required herein, the successful Offeror, simultaneously with the execution of the Contract, will be required to furnish a Performance Security (Refer to i.5). The Security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, cashier's check or money order payable to the City of Mesa (personal and company checks are not acceptable); an irrevocable letter of credit; certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said Security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said Security, if any, will be returned to Contractor upon the expiration or termination of the contract.

- S.24 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. The contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

- S.25 **PUBLIC RECORDS.** The Offeror acknowledges that the City is a public entity, subject to Arizona's public records law (A.R.S. § 39-121 et. seq.). Submission of a proposal may result in the disclosure of any aspect, part or portion of the proposal. Offeror hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in evaluating the proposal, or in response to a public records request under Arizona's public records law or to a subpoena or other judicial process.

- S.26 **EXCLUSIVE POSSESSION.** All data provided by the City as well as all services, information, computer program elements, reports and other deliverables, which may be created under this contract, are the sole property of the City and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

- S.27 **RESERVATIONS.** No term or provision of the contract shall be deemed to be waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of or payment for any goods or services hereunder, or approval of design, shall not release the other party of any of the warranties or other obligations of the contract and shall not be deemed a waiver of any such rights or remedies.

- S.28 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, fire, flood, explosion, legislation, and governmental regulation.

The party whose performance is so affected shall promptly notify the other party of all pertinent facts and take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. It is understood and agreed that settlement of strikes or other labor disputes shall be at the sole discretion of the party encountering the strike or other dispute and that the inability of Contractor or its subcontractors to meet the requirements of this Agreement as a result of labor strikes or disputes shall not be deemed to be a Force Majeure.

- S.29 **USE OF NAME.** Contractor shall not use the name of Mesa in any advertising or publicity without obtaining the prior written consent of Mesa.

STANDARD TERMS AND CONDITIONS

- S.30 **SUPERSEDING EFFECT.** The contract documents resulting from this solicitation shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.
- S.31 **APPLICABLE LAW.** This contract shall be governed by the law of Arizona. The forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.
- S.32 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by an Offeror may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Supply Contract for Residential Refuse & Recycling Containers to the City of Mesa at the price(s) stated below.

Item No.	Description	Unit Price	Est. Annual Qty	Total Price
1	32/35 Gallon Refuse/recycling containers per specifications Mfg. Model: _____ Estimated Truck Load Quantity: _____/ea	\$	500 each	\$
2	60/68 Gallon Refuse/recycling containers per specifications Mfg. Model: _____ Estimated Truck Load Quantity: _____/ea	\$	2,964 each	\$
3	90/98 Gallon Refuse/recycling containers per specifications Mfg. Model: _____ Estimated Truck Load Quantity: _____/ea	\$	7,929 each	\$
Total Bid				\$

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices.

FOB: Destination

Freight Costs: Unit prices should include all Shipping and Transportation Costs No fuel surcharges will be accepted.

Delivery shall be made to the location(s) contained herein no longer than 30 days after receipt of an order.

Specify number of days for normal delivery _____

Payment terms (not less than net 30 days): _____

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.24?

_____ Yes _____ No (A "no" answer will not disqualify your bid.)

Vendor Name _____

Date: _____

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

- ☐ No exceptions
- ☐ Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

- ☐ No confidential/proprietary materials have been included with this bid
- ☐ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Standard Terms and Conditions, section S.25). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Additional Materials submitted (mark one):

- ☐ No additional materials have been included with this bid
- ☐ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name _____

Date: _____

CONTRACT FORM AND SIGNATURES

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has no known, undisclosed conflicts of interest.
- c) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- d) The prices offered were independently developed without consultation or collusion with any of the other Bidders or potential Bidders or any other anti-competitive practices.
- e) It grants the City of Mesa permission to copy all parts of this Offer, including without limitation any documents and/or materials copyrighted by the Offeror, for Mesa's internal use in evaluating Offeror's Proposal, or in response to a public records request under Arizona's public records law (A.R.S. section 39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- f) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- g) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- h) It is current in all tax obligations due to the City.
- i) The signatory is an officer or duly authorized agent of the Bidder with full power and authority to submit binding bids for the goods or services as specified herein.
- j) It will accept such terms and conditions in a resulting contract if awarded by the City.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2007201.

Awarded this ____ day of _____, 200__

Edward Quedens, CPM
As Procurement Services Director

VENDOR INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: _____

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Sales/Use Tax Information (check one):

_____ Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

_____ Bidder is located outside Arizona is authorized to collect Arizona State Sales/Use Tax for submission to the AZ Dept of Revenue.
State Sales Tax Number: _____

_____ Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

_____ Certified Small Business Certifying Agency: _____

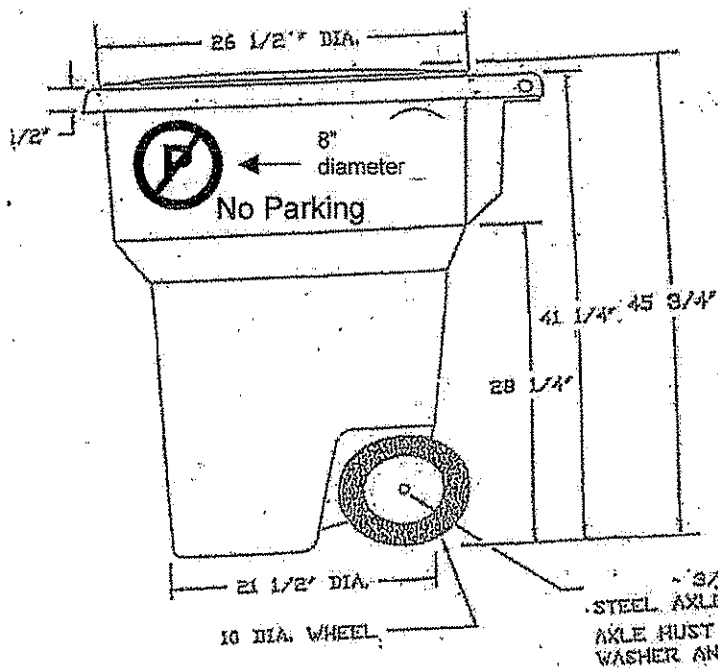
_____ Certified Minority, Woman or
Disadvantaged Business Enterprise Certifying Agency: _____

EXHIBITS

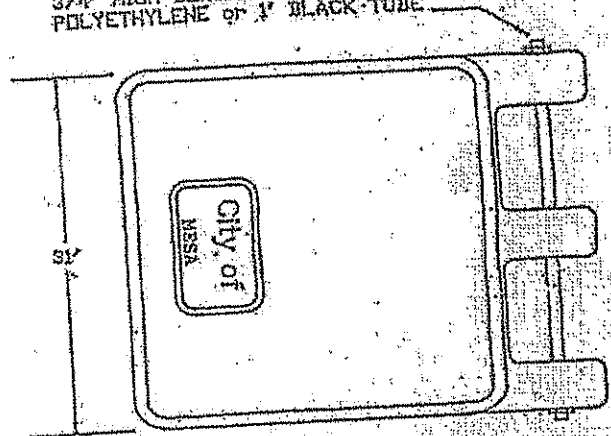
EXHIBITS	DESCRIPTION
I	90/95 Gallon Black, Blue and Green Containers
IA	60/68 Blue Recycling Container
IB	60/68 Gallon Black Garbage Container
IC	32/35 Gallon Recycle Container
ID	32/35 Gallon Garbage Container
II	90 Gallon Green Container Lid Information
III	Green waste Recycling Logo
IV	60/68 and 90 Gallon Blue Container Lid Information
IVA	Optional In Mold Label, Recycle
V	Mesa Recycle Logo for Blue Barrel Sides
VI	Bagging Instructions
VII	Optional In Mold Label, Black Barrel

EXHIBITS

EXHIBIT I



3/4" HIGH DENSITY EXTRUDED POLYETHYLENE OR 1" BLACK TUBE

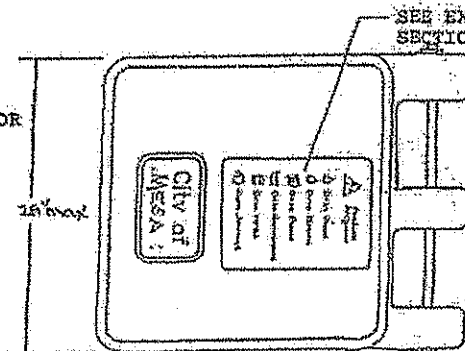
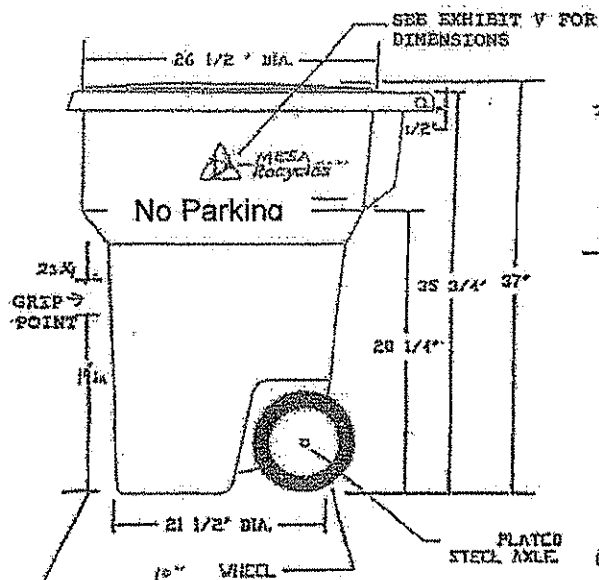


GENERAL NOTES

- ALL DIMENSIONS ARE APPROXIMATE.
- PLASTIC CONTAINER, COVER & WHEELS ARE PHILLIPS' CL-200 OR COMPARABLE CROSS LINKED MATERIAL.

90/98-GALLON CONTAINER

EXHIBIT I A



GENERAL NOTES

- ALL DIMENSIONS ARE APPROXIMATE EXCEPT FOR 28" MAXIMUM WIDTH OF BARREL.
- PLASTIC CONTAINER, COVER AND WHEELS PER SECTION 6 SPECIFICATIONS

60/68-GALLON CONTAINER-RECYCLING

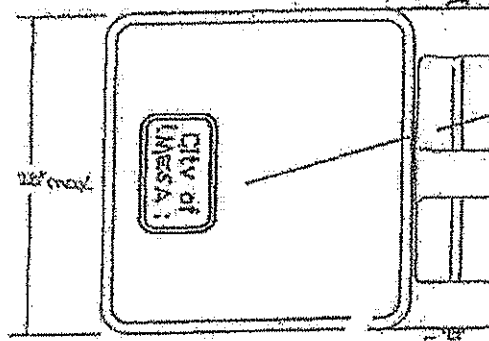
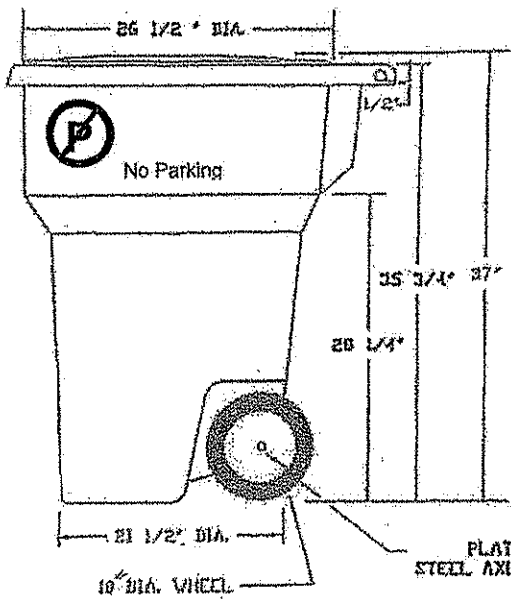
BARRELS ARE GRIPPED IN APPROXIMATELY THIS LOCATION. THE IDEAL CIRCUMFERENCE AT GRIP POINT IS 76" TO 77"



LEFT SIDE OF CONTAINER FACING CURB, 8" IN DIAMETER

EXHIBITS

EXHIBIT I.B



GENERAL NOTES

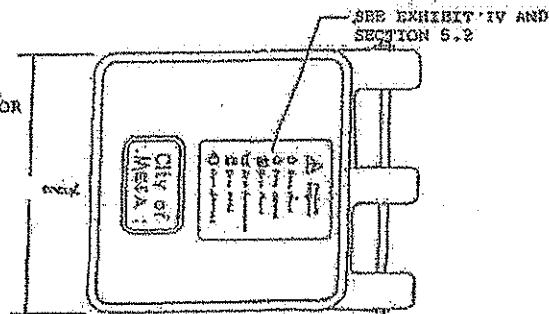
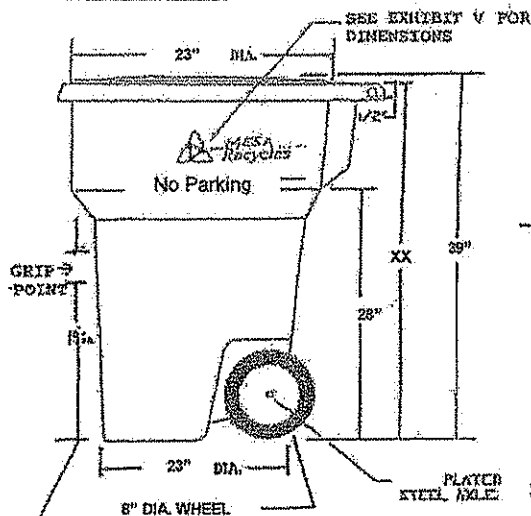
- ALL DIMENSIONS ARE APPROXIMATE EXCEPT FOR 28" MAXIMUM WIDTH OF BARREL
- PLASTIC CONTAINER, COVER AND WHEELS PER SECTION 6 SPECIFICATIONS

60-68-GALLON CONTAINER-GARBAGE



LEFT SIDE OF CONTAINER FACING CURB, 8" IN DIAMETER

EXHIBIT A.



GENERAL NOTES

- ALL DIMENSIONS ARE APPROXIMATE EXCEPT FOR 28" MAXIMUM WIDTH OF BARREL
- PLASTIC CONTAINER, COVER AND WHEELS PER SECTION 6 SPECIFICATIONS

32-35 -GALLON CONTAINER-RECYCLING

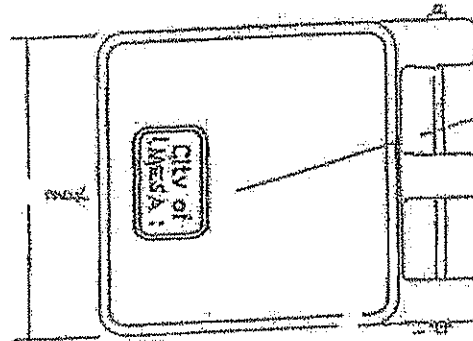
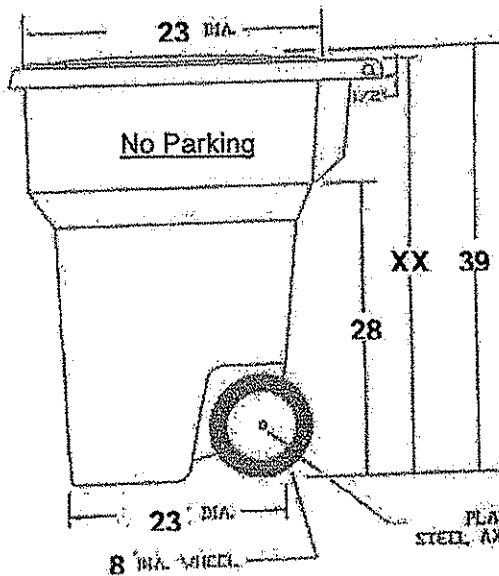
BARRELS ARE GRIPPED IN APPROXIMATELY THIS LOCATION.
THE IDEAL CIRCUMFERENCE AT GRIP POINT IS 76" TO 77"



LEFT SIDE OF CONTAINER FACING CURB, 8" IN DIAMETER

EXHIBITS

EXHIBIT 1D



HOLDED INFORMATION
AS PER SECTION
AND 5.2

GENERAL NOTES

- ALL DIMENSIONS ARE APPROXIMATE EXCEPT FOR 28" MAXIMUM WIDTH OF BARREL
- PLASTIC CONTAINER, COVER AND WHEELS PER SECTION 6 SPECIFICATIONS

32-35 GALLON CONTAINER-GARBAGE



LEFT SIDE OF CONTAINER FACING CURB, 8" IN DIAMETER.

Yard Waste Only DO NOT BAG

Acceptable Items:

Yard Waste, Grass, Leaves,
Tree and Shrub Trimmings,
Garden Material and Flowers

Unacceptable Items:

Garbage, Metal, Rocks, Concrete,
Motor Oil, Plastic Bags, Lumber,
Food Waste, Dirt, Dead Animals,
or Hazardous Materials

For information call (480) 644-2222
www.cityofmesa.org/waste

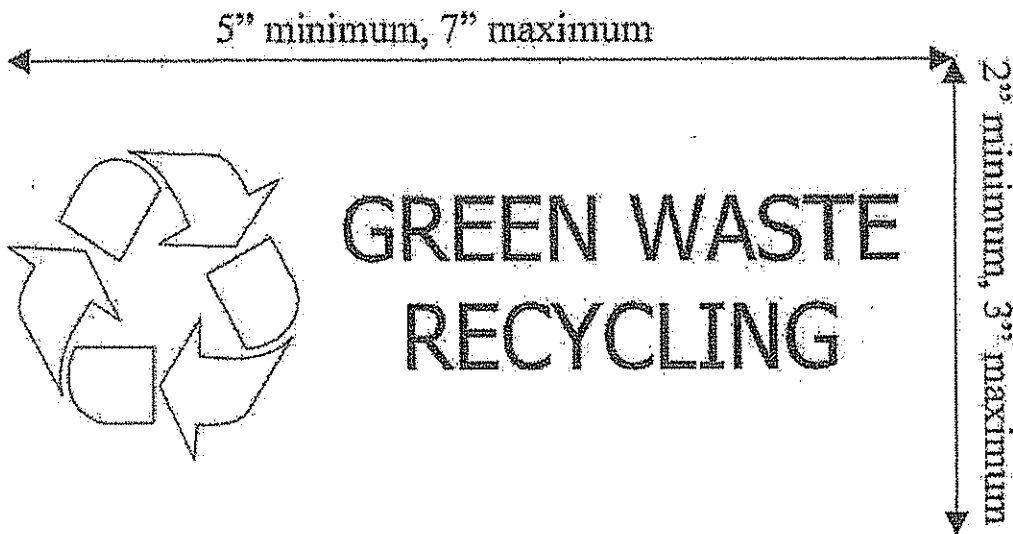


Exhibit IV

Deposit Only These Clean Items:



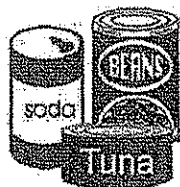
Newspaper,
Magazines and
Telephone Books



Cardboard and
Chipboard



Glass Bottles/Jars



Aluminum and
Metal Cans




Plastic Bottles,
Jugs and Jars




Mesa Recycles (480) 644-2222
www.cityofmesa.org/waste

EXHIBITS


Exhibit IV-A




Recycle these items only.




Plastic bottles, jugs & jars
• Saw off top lid or neck (seal) from bottle




Milk & juice cartons




Metal cans
• Food & beverage cans only



Cardboard & Chipboard
• Includes cereal, toilet & other cardboard boxes
• Flattened boxes
• Break down large boxes




Glass bottles & jars
• Food & beverage containers only



Paper
• Includes newspapers, magazines, phone books, catalogs, etc.
• Paper bags, paper boxes

All items should be loose, dry and relatively clean.



STOP!

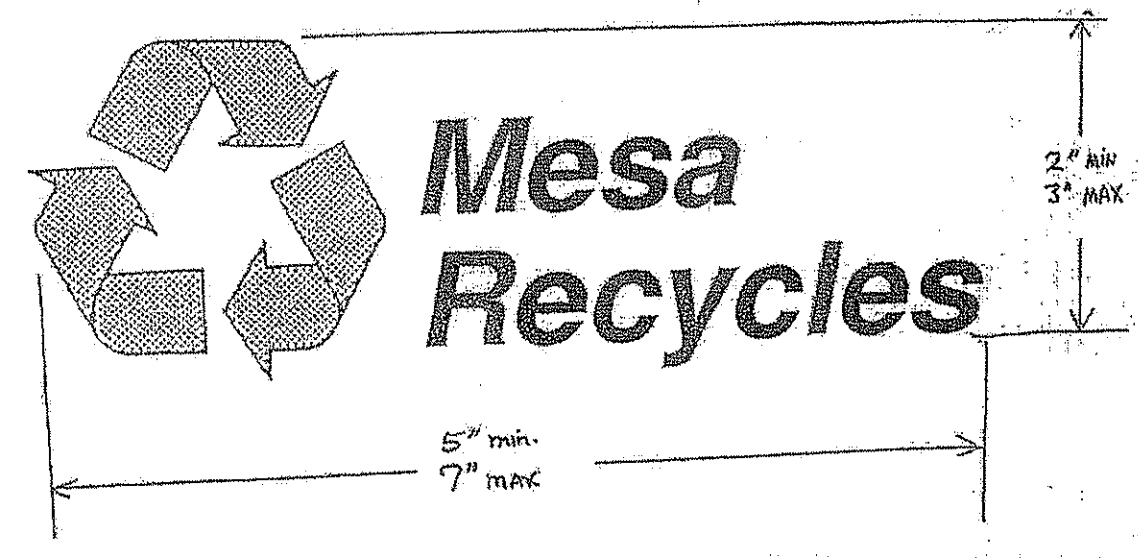
Please **DO NOT** place the following items in this container:

- Plastic bags
- Styrofoam
- Yard waste
- Margarine tubs
- Yogurt containers
- Oils
- Pet food bags
- Food waste
- Fast food containers
- Clothing/carpets/carpets padding
- Paper towels/napkins/tissues
- Fluorescent light bulbs
- Plastic or paper cups/plates
- Metal oil containers
- Wood or construction materials
- A/C filters

Questions?
Mesa Recycling Hotline - (480) 644-2222
www.cityofmesa.org

Dimensions - 60-90 gallon: 6" x 15.5"
35-gallon: 5" x 12"

EXHIBIT V



Bag & Tie all Garbage and Grass

For information call (480) 644-2688
www.cityofmesa.org/waste

Items placed in this container will go to the landfill.



STOP!

Please help us to serve you better by remembering the following:

- Bag and tie off trash to prevent the breeding of flies and to comply with county health regulations.
- Do not overload the barrel. The lid should be properly closed to ensure collection. Extra trash barrels are available for an additional monthly fee.
- Have barrel to the curb by 6 a.m. on scheduled collection day and remove by 6 a.m. the day after collection.
- All barrels are collected on scheduled days including all holidays.

- Allow a minimum space of 18" between barrels placed out for collection and keep barrels a minimum of 2' away from light poles, mailboxes, parked cars, etc.
- Do not place items on the ground around the barrel or on top of the barrel. Bulk item collection is available for an additional fee.
- Do not block barrels with parked cars.



Help the planet!

Please remember to recycle in your blue barrel.

Questions?
 Solid Waste Management Department
 (480) 644-2688

www.cityofmesa.org

Dimensions - 60-gallon 6' x 15.5"
 35-gallon 3' x 12"

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

SEALED BID

Submitted by:
Company Name:
Address:
City, State, Zip:

RFB # 2007201 Supply Contract for Residential
Refuse & Recycling Containers
Due Date: January 10, 2008, at 3:00 p.m.

City of Mesa
Attn: **Purchasing**
20 E. Main St., Suite 150
Mesa, AZ 85201
PO Box 1466
Mesa, AZ 85211-1466

12/27/2007

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

40

RFB # 2007201



TO: All Bidders Receiving Request for Bid #2007201
Supply Contract for Residential Refuse & Recycling Containers

FROM: Jim Ruiz, Purchasing Administrator

DATE: January 3, 2008

SUBJECT: Addendum # 1 - Clarification of Specifications, Sample Containers and Extension of Due Date

All bidders are hereby notified that the specifications for the residential refuse & recycling containers has been changed as follows:

Wall thickness for the 32/35-gallon container shall be: .150 nominal.

Wall thickness for the 60/68-gallon container shall be: .170 nominal.

Wall thickness for the 90/98-gallon container shall be: .170 nominal.

There is no longer a color requirement on sample containers. Sample containers must be received by the City of Mesa within two (2) working days of the bid opening.

Due to the above changes, the due date has been extended to January 17, 2007. All bids must be received by the Purchasing Office no later than 3:00 pm local time. All other terms and conditions remain unchanged.

Please contact Eileen Williams, Buyer Aide, at (480) 644-5798 with any questions you may have regarding this addendum.

Purchasing

20 East Main Street, Suite 150, P.O. Box 1466, Mesa, Arizona 85211-1466, 480-644-2301, FAX 480-644-2655

CITY OF MESA
TABULATION OF BIDS RECEIVED
THURSDAY, JANUARY 17, 2008
SUPPLY CONTRACT FOR RESIDENTIAL REFUSE & RECYCLING CONTAINERS
(REQUEST FOR BID #2007201)

These bids are as read at the bid opening.
Results are subject to review for compliance to specifications and for correction of mathematical errors.

Description/Total Net Bid	Otto Environmental Systems, (AZ) LLC Eloy, AZ	Rehrig Pacific Company Los Angeles, CA	Rotonics Manufacturing Inc. – ROTO Anaheim, CA	Toter Inc. Statesville, NC
Refuse/Recycling Containers	\$528,655.57	\$516,354.32	\$525,133.02	\$528,824.79
Optional Barrel Warranty Coverage. 10 year standard manufacturers warranty:				
plus an additional 2year warranty	plus \$13.00/cart	N/A	0	\$2.25/cart
plus an additional 3 year warranty	plus \$18.00/cart	N/A	0	\$3.90/cart
plus an additional 5 year warranty	plus \$33.00/cart	N/A	0	\$5.90/cart
Price for Container Lid optional In Mold Blue Barrel Labels Recycle	32 Gal \$5.00 68 Gal \$4.25 95 Gal \$4.00	\$1.60	\$2.00	\$1.85
Price for Container Lid optional In Mold Labels Black Trash Barrels Only	32 Gal \$5.00 68 Gal \$4.25 95 Gal \$4.00	\$1.50	\$2.00	\$1.85

"No Bid" Response Received From:
Cascade Engineering – Grand Rapids, MI
Schaefer Systems International Inc. – Charlotte, NC

CITY OF MESA
AWARD RECOMMENDATION
RESIDENTIAL REFUSE & RECYCLING CONTAINERS
(REQUEST FOR BID #2007201)

Rehrig Pacific
Los Angeles, CA

Quantity	Description/Total Net Bid	Extended Price
	Residential Refuse & Recycling Containers Per Specifications:	
500 each	32/35 Gallon Blue and Black / \$32.68 each	\$16,340.00
2,964 each	60/68 Gallon Blue and Black / \$42.11 each	\$124,814.04
7,929 each	90/98 Gallon Blue and Black / \$47.32 each	<u>\$375,200.28</u>
	Container Only Sub Total	\$516,354.32
11,393 each	Lid In Mold Recycle/Trash Label / \$1.60 each	<u>\$18,228.80</u>
	Sub Total	\$534,583.12
	5.6% Sales Tax	<u>\$29,936.65</u>
	TOTAL	\$564,519.77

January 2008 Bid Results):

	<u>Container Bid</u>	<u>Lid In Mold Bid</u>	
Rehrig Pacific Los Angeles, CA	\$516,354.32	\$ 1.60	(Recommended)
Rotonics Manufacturing, Inc. - ROTO Anaheim, CA	\$525,133.02	\$ 2.00	
Otto Environmental Systems, (AZ) LLC Eloy, AZ	\$528,655.57	\$ 5.00 - 32 Gal. \$ 4.25 - 68 Gal. \$ 4.00 - 90 Gal.	
Toter, Inc. Statesville, NC	\$528,824.79	\$ 1.85	

"No Bid" Response Received From:
 Cascade Engineering - Grand Rapids, MI
 Schaefer Systems International Inc. - Charlotte, NC

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Supply Contract for Residential Refuse & Recycling Containers** to the City of Mesa at the price(s) stated below.

Item No.	Description	Unit Price	Est. Annual Qty	Total Price
1	32/35 Gallon Refuse/recycling containers per specifications Mfg. Model: <u>35 ROC</u> Estimated Truck Load Quantity: <u>945</u> /ea	\$ 32.68	500 each	\$ 16,340.00
2	60/68 Gallon Refuse/recycling containers per specifications Mfg. Model: <u>65 ROC</u> Estimated Truck Load Quantity: <u>528</u> /ea	\$ 42.11	2,964 each	\$ 124,814.04
3	90/98 Gallon Refuse/recycling containers per specifications Mfg. Model: <u>95 ROC</u> Estimated Truck Load Quantity: <u>416</u> /ea	\$ 47.32	7,929 each	\$ 375,200.28
Total Bid				\$ 516,354.32

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices.

FOB: Destination

Freight Costs: Unit prices should include all Shipping and Transportation Costs No fuel surcharges will be accepted.

Delivery shall be made to the location(s) contained herein no longer than 30 days after receipt of an order.

Specify number of days for normal delivery 30

Payment terms (not less than net 30 days): NET 30

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.24?

☒ Yes ☐ No (A "no" answer will not disqualify your bid.)

Vendor Name REHRIG PACIFIC COMPANY

Date: 1/2/08

